

CITY OF SAN ANTONIO

HOUSING AND NEIGHBORHOOD SERVICES DEPARTMENT (HNSD)



**REQUEST FOR PROPOSAL
("RFP")**

for

**DANGEROUS PREMISES ABATEMENT LOT CLEARING
AND SECURING OF STRUCTURES
RFP-2010-043-VS
(A1159-10)**

Re-issue Date: Friday, June 11, 2010

Proposals Due: Tuesday, July 13, 2010 at 2:00p.m.

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I. BACKGROUND

The City of San Antonio, Housing and Neighborhood Services Department (HNSD), is soliciting a Request for Proposal, (RFP), for Dangerous Premises Abatement Lot Clearing and Securing of Structures in accordance with the specifications listed herein.

When an unoccupied/unsecured structure or premises is declared a danger to the public health and safety or has been vandalized by graffiti, the City of San Antonio (“City”) may have the structure or premises cleared and secured and/or the graffiti abated at the owner’s expense, pending further action aimed at recovery of its costs. HNSD is soliciting proposals for such clearing and securing of unoccupied/unsecured structures and premises and any persons or companies who wish to participate may submit proposals providing they meet the specifications and requirements described herein.

The City seeks Proposals from qualified Respondents interested in providing the services as described in this RFP.

II. SCOPE OF SERVICES

The City is requesting a Contractor(s) to clear and mow properties and, when necessary, secure vacant, accessible structures by attaching plywood to first floor doors and windows. A contract will be awarded to up to three (3) respondents that provide services at the best value for the City of San Antonio. One respondent will be the primary service provider and up to two respondents will be the secondary service providers, who may be used when work volume exceeds the capacity of the primary service provider, or during other circumstances as deemed necessary by City. Award of a contract does not guarantee work.

Selected Respondent(s) shall furnish all labor, supervision, tools, equipment, materials, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide Dangerous Premises Abatement Lot Clearing and Securing of Structures services on an “as needed basis”. The quantities indicated are estimates only and are in no way binding upon the City. Estimated quantities will be used for the purpose of evaluation. The City may add or delete additional services, as needed.

A. Minimum Qualifications

1. The City has established the following Minimum Qualifications for Dangerous Premises Abatement Lot Clearing and Securing of Structures. Respondents who do not meet **all** of the Minimum Qualifications defined in this section will not be considered for award.
2. Selected Respondent(s) are required to maintain the following equipment, as needed for the performance of the work of this contract. Equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the areas being cleaned. All equipment must be in good working condition at all times. Selected Respondent(s) may rent or lease equipment if not owned however equipment should be readily available throughout the contract term.

• Tractor, 19 hp & less	• Edger
• Tractor, greater than 19 hp	• String Trimmer
• Commercial ride-on mower	• Leaf Blower

• Commercial stand-on mower	• Refuse Trailer
• Dump Truck	• Front End Loader
• Chainsaw	

3. Selected Respondent(s) shall have a valid City Tree Maintenance License.
4. Selected Respondent(s) shall have a minimum of three (3) years continuous experience in providing lot clearing and securing of structures services similar to required services as outlined in this RFP. Lot clearing and securing of structures must be a primary line of business for the Respondents’.
5. Selected Respondent(s) shall maintain a permanent place of business located within Bexar County, Texas; be in business for a minimum of three (3) years; and employ qualified personnel to ensure vendor performance in accordance with all outlined requirements.

The following specifications shall apply to a contract awarded pursuant to this RFP:

1. Delivery of Services:

- a. Respondents responding to this proposal must be able to provide Lot Clearing and Securing of Structures service twenty-four (24) hours a day, seven (7) days a week, 365-days a year, including holidays, for the duration of the contract. For the purpose of this proposal, normal work hours will be from Monday – Friday, 6:30 AM to 5:00 PM. Any emergency services requested will be billed at the normal rate plus the emergency mobilization fee specified in Price Schedule. Respondents will be expected to complete non-emergency work during normal work hours, unless written permission is received from the City of San Antonio, Housing & Neighborhood Services Department’s Code Enforcement Supervisor or Code Enforcement Officer to extend the non-emergency work beyond normal work hours.
- b. The City of San Antonio expects the selected Respondent to give “priority” service to any call for services in the City. Response times must be stated on the selected Respondent’s response form. **Respondent must commit to response times on the Respondent’s Proposal.** Response times for Lot Clearing and Securing of Structures services not considered by the City as an “emergency” will be answered within **three (3) business days** of receiving the call. An emergency response is when any Lot Clearing and Securing of Structures is a matter of public or personal safety and is determined as an emergency by the City of San Antonio, Housing & Neighborhood Services Department’s Code Enforcement Supervisor (HNSDCES) or Code Enforcement Officer, and must be answered within **two (2) hours** of receiving the call; therefore, reliable emergency response capabilities are critical. The City reserves the right to determine when a call is considered an “emergency”. Due to the number of locations to be serviced under this proposal, it is imperative that the selected Respondent have qualified local service personnel employed during the duration of the contract.
- c. All unique requirements and or regulations for each location shall be strictly followed by the selected Respondent and the selected Respondent’s employees. PRIOR to performing any work, the selected Respondent’s personnel shall make contact with the HNSDCES, or authorized representative to inform them of their presence, and the purpose of their visit.
- d. Work that cannot be completed within the mutually agreed upon time frame must be approved in advance by the HNSDCES, or designee. The HNSDCES or designee reserves the right to terminate the Work Order with the selected Respondent and solicit outside quotes if the required time frame

cannot be met.

- e. The HNSDCES, or authorized representative, shall review and test the selected Respondent's work and confirm it is acceptable and in compliance with the contract. The determination of acceptance shall be within the sole discretion of the HNSDCES or designee.

- 2. **CLEARING PARCELS.** The Selected Respondent shall pick up and legally dispose of any and all brush, tree limbs, leaves, grass/weed clippings, trash, and rubbish within the assigned work location. The Selected Respondent shall remove all rocks, bricks, gravel piles, or dirt mounds within the assigned work area. These materials shall not be left on site.

- 3. Assigned work locations shall be cleared from the middle of the alley to the curb line of the street and from side property line to side property line.

4. **LIGHT, MODERATE, HEAVY, & EXTRA HEAVY DEBRIS DEFINITIONS.**

Light Debris - Grass clippings, high weeds (more than 12 inches in height), leaves, paper and plastic litter items, and discarded clothing and textiles of all sorts.

Moderate Debris - Trash items, including, but not limited to the following: aluminum or tin cans, toys, bottles, old vessels of sorts, and household items (e.g., dishes, tableware, pots and pans, etc.)

Heavy Debris - Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.

Extra Heavy Debris – Discarded lumber, construction building materials, and bricks.

- 4. **MOWING.** Mowing height shall be less than three inches (3"). Plant material & grass clippings that result from mowing /trimming must be removed. All paved areas, including sidewalks, curbs, gutters, and streets must be free of all plant material & clippings. Extreme care must be taken to prevent injury and damage to property. All areas must be left in a clean condition.

- 5. **SECURING STRUCTURES:** All first floor doors and windows shall be boarded up, including windows and doors with burglar bars, unless otherwise specified on order.

- a. The following material shall be used to secure structures and all material shall be new: 5/8" CDX plywood, 2" X 4" lumber, 3/8" carriage bolts with nuts & washers, & 8d common nails.

- b. Plywood shall extend past jambs and have bolts and nails at 6" spacing around the outside of the opening.

- c. Plywood on the front door opening will not include bolts, but will include only nails at 6" spacing around the outside of the opening.

- d. All first floor openings 4' X 8' or smaller require a solid sheet of plywood (no splicing) unless specified otherwise on the purchase order. All plywood shall be painted solid white or gray.

- e. Only first floor openings larger than 4' X 8' shall be considered for splicing, all splicing shall use only lumber, plywood, bolts & nails, and all splices shall be fastened as approved by City of San Antonio.

- 6. **GRAFFITI ABATEMENT:** All structures, objects and/ or fences that have been vandalized with graffiti shall be painted as indicated in the Work Orders.

- a. The following material shall be used to paint graffiti: solid white paint, solid grey paint or upon request of the City, colored paint must be used to match the structure's existing color.
 - b. Exterior latex paint suitable for various exterior surfaces.
7. All work performed is subject to inspection and approval by the City, and any modification to these specifications must be in writing from the HNSD. Unsatisfactory work shall be redone by Selected Respondent at Selected Respondent's expense. The City will not pay for unsatisfactory work. Failure to perform satisfactory work may result in termination of contract.
8. **Training:** Selected Respondent shall provide training for its employees, and any subcontractors, in Selected Respondent's best practices, safety and procedures, including properly transporting and disposing of debris.
9. **Safety Equipment:** The contractor shall control site safety and security at all times of actual working conditions and provide any safety equipment including, but not limited to, barricades tape or other means to control access to limit unauthorized persons for the safety of the public and City staff while performing services. Contractor shall be prohibited from posting signs which advertise their business at the designated sites without prior written authorization from the City. Costs associated with site security and safety are considered incidental to the project and should be included in the appropriate unit prices. Work methods and quality control measures are the responsibility of the Contractor. However, at its discretion, the City reserves the right to disapprove or suspend work methods considered unsafe, illegal, or detrimental to the project, the public health, safety, or welfare.
10. **Work Site:** The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all refuse at the end of each workday. Contractor is prohibited from salvaging and/or recycling of all or any materials generated or found within the project site. Materials and equipment left on site overnight shall be clearly marked and identified so as to ensure public safety. No materials or equipment shall be left on site over a weekend unless arrangements have been made with and approved by the City. At its own risk, Contractor shall be responsible for any materials or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor.
11. **WASTE MATERIALS:** All waste materials, including any and all tires (new or used), any and all brush, tree limbs, leaves, grass/weed clippings, trash, and rubbish removed from the location specified on the Work Order, shall be transported by a City authorized and City permitted hauler to an authorized disposal facility as described in this section and in compliance with all applicable regulations and local permitting requirements. Transports shall be insured, licensed, and permitted by the state, federal, and local agencies, as appropriate for the waste material that is to be hauled. The Contractor and its sub-Contractors, if any, shall provide proof of licenses and permits, as required prior to commencing the work. Transport vehicles shall be in good working condition. All loads must be covered with a tarp or other suitable means to prevent dispersion of waste materials. The City reserves the right to order transporters removed from the site if the vehicle is not in good working condition, lacks a local permit, or does not have a cover, or for any other reason the City deems necessary to either ensure compliance with the contract or health and safety concerns. All transporters shall haul waste material directly to the disposal facility from the demolition site and shall not spill or track mud, dirt, or waste on the street in route to the disposal facility.

- a. All waste must be disposed of at an authorized landfill permitted by the State to accept such waste. Contractor shall show proof of current authorization for disposal at licensed and permitted landfill(s). Waste containing no regulated asbestos-containing material may be disposed of at a Type I or Type IV landfill authorized to accept such waste. Waste that may contain regulated asbestos-containing material shall only be disposed of at a Type I landfill authorized to accept such waste. Receipts for disposals shall be kept on file at the Contractor's office for no less than three (3) years, and for so long as any unresolved transport manifest issue may be pending as a regulatory enforcement action. The receipts shall be available for City inspection during such times.
 - b. The Contractor shall manifest all waste material that is required to be manifested. The Contractor shall prepare all manifests, as necessary, and arrange for any special waste authorizations with the state or disposal facility for disposal. All coordination with the state and the disposal facility for disposal approval shall be the Contractor's responsibility. Unless alternative written direction is provided by the City and agreed to by the Contractor, the City Department requesting the service is the Generator for the wastes identified in the Work Orders. The City Inspector or other authorized City representative will sign all manifests as the Generator. The Contractor or the Contractor's transporter shall sign the manifest as the Transporter. The Disposal facility shall sign the manifest upon acceptance at the disposal facility, and the original signed manifest shall be promptly returned to the City. Manifests not returned to the City within the designated state and federal timelines, will prompt the City to make the appropriate TCEQ or EPA exception report. Payment will not be made until the original manifest is returned to the City. It shall be the Contractor's responsibility to locate delinquent manifests. Contractor shall be fully responsible and liable for all consequential regulatory liability, third party, and City damages that may arise or be asserted on account of un-manifested or delinquent manifested wastes.
12. **Uniform and ID Badges:** Selected Respondent(s) shall ensure that all Respondent personnel, including all subcontractors, wear uniforms and an ID Badge at all times.
 13. **Background checks:** At the City's request, the Selected Respondent(s) may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years.

III. TERM OF CONTRACT

1. Contract shall be for the period beginning upon award by City Council and terminating December 31, 2013.
2. The City of San Antonio reserves the right to extend the contract period for two (2) additional one (1) year periods based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor. Renewals shall be in writing and signed by the parties. The City Manager, her designee, or the Director of the Purchasing shall be the party with authority to execute a renewal on behalf of the City, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds therefore.
3. Additionally, the City reserves the right to extend the term of the contract in thirty (30) day increments, not to exceed ninety (90) days total with written notice to the Respondent; provided, that the City shall give the Respondent a preliminary written notice of its intent to extend at least ten (10) days before the contract expires. The preliminary notice does not commit the City to an extension.

IV. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at **1400 South Flores Street, HNSD Conference Room at 9:00a.m., Local Time, on Friday, June 25, 2010.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-proposal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The Housing and Neighborhood Services Department Building is wheelchair accessible. The accessible entrance is located at 1400 South Flores Street. Accessible parking spaces are located at the south side of this building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-proposal Conference shall be preliminary. A written summary of the Pre-proposal Conference shall contain official responses, if any. Any oral response given at the Pre-proposal Conference that is not confirmed in the written summary of the Pre-proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII, Restrictions on Communication, after the conclusion of the Pre-proposal Conference.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, Respondent must provide the same information for each member of the team or joint venture.

A. TABLE OF CONTENTS

B. TAB 1- EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

C. TAB 2 - GENERAL INFORMATION FORM: Use the Form found in this RFP as Attachment A, Part One

D. TAB 3 - REFERENCES: Use the Form found in this RFP as Attachment A, Part Two

E. TAB 4 - EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Three

- F. TAB 5 - PROPOSED PLAN: Use the Form found in this RFP as Attachment A, Part Four
- G. TAB 6 - PRICING SCHEDULE: Use the Pricing Schedule that is found in this RFP as Attachment B.
- H. TAB 7 - DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Discretionary Contracts Disclosure Form that is found in this RFP as Attachment C.
- I. TAB 8 - LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D.
- J. TAB 9 - SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA (Good Faith Effort) form, found in this RFP as Attachment E.
- K. TAB 10 - SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.
- L. TAB 11 - PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment F.
- M. TAB 12 - PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate. Place both documents within Respondent's ORIGINAL proposal. Additional copies are not required.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted as addendums on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VII. SUBMISSION OF PROPOSALS

Respondent shall submit: One (1) original, signed in ink, seven (7) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **2010-043 VS DANGEROUS PREMISES ABATEMENT LOT CLEARING AND SECURING OF STRUCTURES (A1159-10).**

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time**, on **Tuesday July 13, 2010** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Housing and Neighborhood Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Housing and Neighborhood Services Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- A. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.) The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed fifty (50) pages in length, excluding training material. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

- B. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Housing and Neighborhood Services Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **1:00p.m, Local Time, on Friday, July 2, 2010**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Vilma Sessoms, Contract Coordinator
City of San Antonio, Purchasing and General Services
vilma.sessoms@sanantonio.gov

However, questions sent by mail will also be accepted and should be addressed to:

Vilma Sessoms, Contract Coordinator
City of San Antonio, Purchasing and General Services
P.O. Box 839966
San Antonio, TX 78283-3966

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Division of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna. Ms. Luna may be reached by telephone at (210) 207-3900 or by e-mail at Grace.Luna@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Experience, Background, Qualifications (20 points)

B. Proposed Plan (30 points)

C. Price (30 points)

D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points). (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points). (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the SBEDA form.
 - b. One percent (1%) for meeting/exceeding the MBE goal.
 - c. One percent (1%) for meeting/exceeding the WBE goal.
 - d. One percent (1%) for meeting/exceeding the AABE goal.
 - e. One percent (1%) for meeting/exceeding the SBE goal.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.

A. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

- B. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Friday June 11, 2010
Pre-proposal Conference	Friday, June 25, 2010 9:00 a.m.
Final Questions Accepted	Friday, July 2, 2010 1:00 p.m.
Proposals Due	Tuesday July 13, 2010 2:00 p.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE**GENERAL INFORMATION****To be submitted with Respondent's Proposal as TAB 2****1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: _____

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies: _____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ☐ No ☐ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

If “No”, indicate if Respondent has an office located within Bexar County, Texas:

Yes ☐ No ☐ If “Yes”, respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If “Yes”, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐ If “Yes”, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If “Yes”, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?

Yes ☐ No ☐ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ☐ No ☐ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ☐ No ☐ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

RFP ATTACHMENT A, PART TWO**REFERENCES****To be submitted with Respondent's Proposal as TAB 3**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART THREE**EXPERIENCE, BACKGROUND, QUALIFICATIONS**
To be submitted with Respondent's Proposal as TAB 4

Prepare and submit narrative responses to address the following items. Responses to questions should be limited to a total of ten (10) pages. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe your specific experience with public entity clients, especially large municipalities. If you have provided services for the City in the past, identify the name of the project and the department for which you provided those services in the last two years. Identify number of year(s) Respondent or individual has provided services clearing lots of debris; mowing lots; securing structures. Please indicate whether you are seeking a contract as a Primary Service Provider or Secondary Service Provider. (See explanation of primary and secondary service providers in Section II, Scope of Services.)
2. Describe Respondent's experience relevant to the Minimum Qualifications requested by this RFP to include the following:
 - a. List and describe relevant contracts or projects performed over the past three (3) years.
 - b. Indicate the number of years Respondent has provided Dangerous Premises Abatement Lot Clearing and Securing of Structures services and a copy of City Tree Maintenance License as defined in this RFP.
 - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
3. List other resources, including total number of employees, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
 - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART FOUR

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 5

Prepare and submit the following items.

2. **Delivery of Services Plan** – Describe how Respondents will give “priority” service to any call for lot clearing and securing of structures services in the City. How Respondent will commit and meet response times for emergency and non-emergency calls.
2. **Equipment Plan** - Indicate equipment available to support this contract. If you do not own the equipment listed below, state how you will acquire the use of the equipment for the duration of the contract: Tractor, 19 hp & less, Tractor, greater than 19 hp, Commercial ride-on mower, Commercial stand-on mower, Edger, String Trimmer, Leaf Blower, Refuse Trailer, Dump Truck, Front End Loader, Chainsaw, list other equipment bidder proposed to use to provide services for the duration of the contract. Identify any equipment to be used on this contract that is classified as Tier 3 Landscape Equipment, alternative fuel, or best available technology (emissions friendly) equipment.
3. **Staffing Plan** – Describe Respondent's Staffing Plan on providing lot clearing and securing of structures services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced employees from other locations to perform work. Include work hours and number of employees scheduled during the work hours. If you are proposing as a team or joint venture or have included sub-contractors, describe your reasons for selecting the parties to work with you on this project and the extent to which you have worked together in the past.
4. **Safety Equipment, Supplies** - Describe what safety equipment Respondent will use including barricades for the safety of the public and City staff while performing services.
5. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Include a copy of Respondent's Standard Operating Procedures (SOP).
6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees providing services under this. Describe how Respondent and individuals assigned will meet the uniform and badge requirements.
7. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with Housing and Neighborhood Services Department Staff and others. Provide sample copies of invoices and other forms to be used by Respondent in administering the contract. Provide a schedule of any regular administrative activities or meetings Respondent proposes to be held.
8. **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to performing lot clearing and securing of structures services. Include bidder's experience, and proven track record, in performing lot clearing and securing of structures services, professional qualifications, and technical competence.

RFP ATTACHMENT B

PRICE SCHEDULE

To be submitted with Respondent's Proposal as TAB 6

PRICING SCHEDULE

Provide prices for each service. Complete each blank on Price Schedule. To be considered for award, prices for all services must be inserted. Failure to complete Price Schedule in its entirety may result in disqualification of proposal. This is an "all or none" contract. You must be capable of providing all services to be considered for award

<u>ITEM</u>	<u>SIZE</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>MAX RATE</u>	<u>PROPOSED PRICE PER UOM</u>	<u>PROPOSED EXTENDED PRICE</u> <u>Price X Est Qty</u> <u>(example: \$54 X 64=</u> <u>\$3,456.00)</u>
1	LOT	-	MOW ONLY	-	-	-	-
1a	0 – 7,500	sf	No debris; weed & grass height 12" < 48"	64	\$54.00		
1b	0 – 7,500	sf	No debris; weed & grass height 48" +	43	\$90.00		
1c	7,501 – 15,000	sf	No debris; weed & grass height 12" < 48"	24	\$69.00		
1d	7,501 – 15,000	sf	No debris; weed & grass height 48" +	7	\$144.00		
1e	15,001 – 22,500	sf	No debris; weed & grass height 12" < 48"	10	\$88.00		
1f	15,001 – 22,500	sf	No debris; weed & grass height 48" +	6	\$165.00		
2	LOT	-	CLEAR AND MOW	-	-	-	-
2a	0 – 7,500	sf	Light debris; weed & grass height 12" < 48"	42	\$72.00		
2b	0 – 7,500	sf	Light debris; weed & grass height 48" +	24	\$144.00		
2c	7,501 – 15,000	sf	Light debris; weed & grass height 12" < 48"	28	\$86.00		
2d	7,501 – 15,000	sf	Light debris; weed & grass height 48" +	4	\$173.00		
			Line intentionally left blank				
			Line intentionally left blank				

<u>ITEM</u>	<u>SIZE</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>MAX RATE</u>	<u>PROPOSED PRICE PER UOM</u>	<u>PROPOSED EXTENDED PRICE</u> Price X Est Qty (example: \$54 X 64= \$3,456.00)
2e	15,001 - 22,500	sf	Light debris; weed & grass height 12" < 48"	18	\$110.00		
2f	15,001 - 22,500	sf	Light debris; weed & grass height 48" +	4	\$215.00		
2g	0 – 7,500	sf	Moderate debris; weed & grass height 12" < 48"	62	\$90.00		
2h	0 – 7,500	sf	Moderate debris; weed & grass height 48" +	17	\$180.00		
2i	7,501 – 15,000	sf	Moderate debris; weed & grass height 12" < 48"	34	\$115.00		
2j	7,501 – 15,000	sf	Moderate debris; weed & grass height 48" +	7	\$219.00		
2k	15,001 - 22,500	sf	Moderate debris; weed & grass height 12" < 48"	12	\$144.00		
2l	15,001 - 22,500	sf	Moderate debris; weed & grass height 48" +	5	\$275.00		
2m	0 – 7,500	sf	Heavy debris; weed & grass height 12" < 48"	84	\$108.00		
2n	0 – 7,500	sf	Heavy debris; weed & grass height 48" +	18	\$204.00		
2o	7,501 – 15,000	sf	Heavy debris; weed & grass height 12" < 48"	35	\$138.00		
2p	7,501 – 15,000	sf	Heavy debris; weed & grass height 48" +	12	\$242.00		
2q	15,001 - 22,500	sf	Heavy debris; weed & grass height 12" < 48"	11	\$154.00		
2r	15,001 - 22,500	sf	Heavy debris; weed & grass height 48" + Line intentionally left blank Line intentionally left blank	6	\$270.00		

<u>ITEM</u>	<u>SIZE</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>MAX RATE</u>	<u>PROPOSED PRICE PER UOM</u>	<u>PROPOSED EXTENDED PRICE</u> <u>Price X Est Qty</u> <u>(example: \$54 X 64=</u> <u>\$3,456.00)</u>
2s	0 – 7,500	sf	Heavy debris; weed & grass height 12" < 48"	11	\$156.00		
2t	0 – 7,500	sf	Heavy debris; weed & grass height 48" +	13	\$216.00		
2u	7,501 – 15,000	sf	Extra Heavy debris; weed & grass height 12" < 48"	18	\$184.00		
2v	7,501 – 15,000	sf	Extra Heavy debris; weed & grass height 48" +	7	\$287.00		
2w	15,001 – 22,500	sf	Extra Heavy debris; weed & grass height 12" < 48"	3	\$198.00		
2x	15,001 – 22,500	sf	Extra Heavy debris; weed & grass height 48" +	5	\$341.00		
3	LOT	-	SECURING STRUCTURES	-	-	-	-
3a	3' x 5'	each	Window	258	\$45.00		-
3b	3' x 7'	each	Door	131	\$45.00	-	-
4	-	-	GRAFFITI ABATEMENT	-	-	-	-
4a	N/A	hour	Paint Graffiti Structure	164	\$36.00	-	-
5	-	-	EMERGENCY MOBILIZATION	-	-	-	-
5a	Per emergency response		Emergency Mobilization Fee	14	\$250.00		-

EST QTY = Estimated Quantity

UOM = Unit of Measure

sf = Square Feet

MAX RATE = Maximum acceptable rate per UOM

NOTE: Prices shall remain firm for duration of initial contract term and all renewals.**PROMPT PAYMENT DISCOUNT:** Prompt Payment Discount: ____% ____ days (if no discount is offered, Net 30 will apply.)

Note: Prompt Payment Discount. Provided Selected Respondent meets the requirements stated herein. City shall take Respondent's offer prompt payment discount into consideration in determining price. The evaluation will not be based on the discount percentage only, but rather the net price is determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is also to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may also reject the discount and pay within the 30 day period, at the City sole option.

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM
To be submitted with Respondent's Proposal as TAB 7

Discretionary Contracts Disclosure Form may be downloaded at
<https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 8

If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

GOOD FAITH EFFORT PLAN FORM

SBEDA FORM

To be submitted with Respondent's Proposal as TAB 9

GOOD FAITH EFFORT PLAN*(Page 1 of 4)*

NAME OF PROJECT: **2010- 043 VS DANGEROUS PREMISES ABATEMENT LOT CLEARING AND SECURING OF STRUCTURES**

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE- AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business

Program Division at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN*(Page 3 of 4)*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- _____
- _____
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By:_____

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT F

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB 10

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT G

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 11

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
TAB 1	Executive Summary	
TAB 2	General Information (See RFP Attachment A, Part One)	
TAB 3	References (See RFP Attachment A, Part Two)	
TAB 4	Experience, Background & Qualifications (See RFP Attachment A, Part Three)	
TAB 5	Proposed Plan (See RFP Attachment A, Part Four)	
TAB 6	Pricing Schedule (See RFP Attachment B)	
TAB 7	Discretionary Contracts Disclosure form (See RFP Attachment C)	
TAB 8	Litigation Disclosure (See RFP Attachment D)	
TAB 9	* SBEDA Form (See RFP Attachment E; and <ul style="list-style-type: none"> • Associated Certificates, if applicable 	
TAB 10	* Signature Page (See RFP Attachment F)	
TAB 11	Proposal Checklist (See RFP Attachment G)	
TAB 12	Proof of Insurability (See RFP Section V and Exhibit 2) <i>Provide with ORIGINAL only.</i> <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
	One (1) original, seven (7) copies, and one (1) CD of entire proposal in PDF format.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

RFP EXHIBIT 1

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY
PROGRAM POLICY**

SMALL BUSINESS PROGRAM

1. Small Business Participation

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. DEFINITIONS related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and

managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%

RFP-Dangerous Premises Abatement Lot Clearing and Securing of Structures

AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. **SBE-MBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-8151.

RFP EXHIBIT 2
INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

- A. Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish a completed Certificate(s) of Insurance to the **City Housing and Neighborhood Services Department**, which shall be clearly labeled “**Dangerous Premises Abatement Lot Clearing and Securing of Structures**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The Certificate(s) or form must have the agent’s signature and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Aviation Department, and no officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- B. The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.
- C. Respondent’s financial integrity is of interest to the City, and, therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best’s rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; or its equivalent in Umbrella or Excess Liability Coverage

RFP-Dangerous Premises Abatement Lot Clearing and Securing of Structures

- D. Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the City as an additional insured. Respondent shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- E. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided below by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.
- City of San Antonio
Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966
- F. Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:
1. Name the City and its officials, employees, volunteers and elected representatives as additional insured by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 3. Workers' compensation, employers' liability, general liability and auto liability policies will provide a waiver of subrogation in favor of the City.
 4. Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement
- H. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time

herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

- I. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.
- J. It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and hat no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- L. Respondent and any Subcontractor's are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.